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ABSTRACT

Since 1987, 12 California school districts and their teachers' unions have experimented with a new form of labor accord called an Educational Policy Trust Agreement. The project helps teachers, as represented by their unions, and school management to reach agreements on issues that are not included within the scope of traditional collective bargaining. Agreements cover topics such as teacher evaluation, staff development, site-based management, and curriculum development. The pilot trust agreement study tests the proposition that labor relations and school reform can be linked effectively. The initial results are encouraging. Trust agreements involve long-term, comprehensive changes in the school district decision-making process and facilitate collective responsibility for educational processes and outcomes. Appendices contain explanations and proposals of eight trust agreement projects. (LMI)

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Educational Policy Trust Agreements: Connecting Labor Relations and School Reform

A Report on Year Two of the Trust Agreement Project

Julia E. Koppich and Charles T. Kerchner

February 1990

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Executive Summary

Since September 1987, twelve California school districts and their teachers' unions have been experimenting with a new form of labor accord called an Educational Policy Trust Agreement. The Trust Agreement Project is designed to enable teachers, as represented by their union, and school management to develop agreements on professional issues which fall outside the traditional scope of collective bargaining or which appear better negotiated in this new setting. The project is a cooperative effort of the California Federation of Teachers, the California School Boards Association, the California Teachers Association, and the Association of California School Administrators, under the auspices of Policy Analysis for California Education (PACE).

The twelve participating school districts are: Berkeley Unified, Cambrian Elementary, El Rancho Unified, Lompoc Unified, Morgan Hill Unified, Newport-Mesa Unified, Petaluma Schools, Poway Unified, San Diego City Schools, San Francisco Unified, San Juan Unified, and Santa Cruz City Schools. Each district selected policy areas in which it would craft Trust Agreements. Agreements cover a wide range of topics, including teacher evaluation, staff development, site-based management, and curriculum development.

Ideally, Trust Agreements will result in workplace reforms that will enhance the educational capacity of schools. The pilot Trust Agreement study is a test of the proposition that labor relations and school reform can be linked effectively. Thus far, the results are encouraging. Trust Agreements appear to be altering the ways in which decisions are made in project districts. Union and management are beginning to act as a team in their efforts to craft creative responses to significant educational challenges. Importantly, Trust Agreements appear to be encouraging teachers and school managers to assume collective responsibility for educational processes and outcomes.

Policy Analysis for California Education

Policy Analysis for California Education, PACE, is a university-based research center focusing on issues of state educational policy and practice. PACE is located in the Schools of Education at the University of California at Berkeley, Stanford University, and the University of Southern California. It is funded by the William and Flora Hewlett Foundation and directed by James W. Guthrie, Michael W. Kirst, and Allan R. Odden . PACE operates a satellite center in Sacramento.

PACE efforts center on five tasks: (1) collecting and distributing objective information about the conditions of education in California, (2) analyzing state educational policy issues and the policy environment, (3) evaluating school reforms and state educational practices, (4) providing technical support to policy makers, and (5) facilitating discussion of educational issues.

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Educational Policy Trust Agreements: Connecting Labor Relations and School Reform

A Report on Year Two of the Trust Agreement Project

Introduction

The Trust Agreement Project is designed to enable teachers, as represented by their union, and school management to develop agreements on professional issues which, arguably at least, fall outside the traditional scope of collective bargaining or which appear better negotiated in this new setting. Educational Policy Trust Agreements are meant to complement collective bargaining, not replace it. Although Trust Agreements were not conceived primarily as conflict abatement devices, our initial experience indicates that Trust Agreements create a much more cooperative negotiations setting than is usually found in contract bargaining.

The Trust Agreement Project is a cooperative endeavor of the California Federation of Teachers, the California School Boards Association, the California Teachers Association, and the Association of California School Administrators. The project operates under the auspices of Policy Analysis for California Education (PACE). The coordinator of the Trust Agreement Project is the Associate Director of PACE. The project's principal consultant is on the faculty of the Claremont Graduate School.

The Trust Agreement Project began in Fall 1987. Thus, it is premature to draw final conclusions. Nevertheless, our initial findings provide evidence that Trust Agreements offer positive potential for both evolving school labor-management relations and for school reform.

What is an Educational Policy Trust Agreement?

An Educational Policy Trust Agreement is a written compact between a school district and its teachers, as represented by their union. Trust Agreements are designed to

specify educational problems of joint concern to teachers and school managers and to establish mechanisms for working on these problems. Issues such as levels of student achievement, teaching quality, and curriculum become explicit topics for serious discussion between union and management in the Trust Agreement arena.

Trust Agreement discussions are characterized by cooperation between union and management. Thus, the first meaning of "trust" in Trust Agreement signifies the nature of the relationship that must develop or exist between the parties. Both the teachers union and school management must be willing to engage in frank, open discussion about issues that one or both sides may previously have considered taboo.

There is also a second meaning to the "trust" in Trust Agreement. This second meaning derives from the legal definition of a trust. In the case of Policy Trust Agreements, union and management agree to set aside resources (i.e., time, money, personnel, authority) "in trust" to be used to solve their mutually-identified educational problems.

In addition, Trust Agreements involve a special kind of transfer—the transfer of money or authority or both from the exclusive province of district administration to the purview of teachers or teachers and management acting together. Trust Agreements are meant to encourage a sharing of decision-making responsibility between teachers and school administrators and thus to alter traditional, hierarchical school district authority relationships.

There are no "boiler plates" for Trust Agreements, such as exist for collectively bargained contracts. However, written Trust Agreements contain common elements: 1) a purpose statement spelling out the goals of the agreement, 2) a statement of the resources to be applied to the enumerated purposes, 3) an implementation section assigning responsibility for the execution of the agreement, and 4) an adjudication procedure establishing authority to resolve disputes which might arise in the course of implementing the agreement.

Setting the Stage for Trust Agreements

What has set the stage for Trust Agreements in the 1980s? What contemporary forces are creating the climate for a new bargaining arena in which cooperation is the norm and substantive educational issues are the topics? We believe the answers to these questions lie in a brief examination of collective bargaining and the current school reform movement.

The Evolution of Collective Bargaining

Collective bargaining is a dynamic, evolutionary process. Snapshot views of pre-, early, and mature bargaining patterns and behaviors reveal quite different pictures. As the relationship between union and management matures, the substance and character of negotiations change as well. In *The Changing Idea of a Teachers' Union* (Kerchner and Mitchell 1988), this process of maturing, or evolving, labor relations is described in terms of "generations." Each generation connotes a particular phase in the relationship between teachers and school managers.

The first generation of labor relations is "meet and confer." This is the phase beyond which most school districts have moved. During first generation labor relations, teachers and administrators are expected to be selfless, concerned about "what's good for the kids," but with little regard for their own professional well-being. Teachers will be taken care of by the district, or such is the belief structure. Teachers can and do organize in this generation, but as soon as teachers' goals diverge from those of administrators and school board members, teachers are expected to acquiesce to the wishes of the institution. In other words, in the first generation, teachers have little organized professional voice as we know it today.

"The era of good faith bargaining" characterizes the second generation of labor relations. Industrial-style collective bargaining, legally binding contracts in which teachers represent their own economic interests, and strict lines of demarcation

between union and management become the norm. Conflict often becomes an accepted part of the union-management relationship. Teachers adopt the view that nothing is valid unless it exists between the covers of the contract. Management adopts the credo, "The shortest contract is the best and the best contract is none at all." The majority of school districts in California, and indeed in the nation, are currently represented by a variation of second generation labor relations.

The third evolutionary generation of labor relations is represented by "negotiated policy" and "professional unionism." The notion of collective bargaining—how agreements are reached and what constitutes "scope"—is expanded. District policy is shaped through the contract and the union. The teachers' union and the process of bargaining are seen by school management as part of the solution rather than part of the problem. Adversarial relations between union and management give way to collaborative ones. A few school districts—Rochester, New York; Pittsburgh, Pennsylvania; Dade County, Florida; and, we believe, some of the Trust Agreement districts—have begun to move into third generation labor relations.

How does the notion of three generations of labor relations relate to education reform and to Trust Agreements? We would argue that if the current education reform movement is to succeed in its efforts to transform the schools, then more school districts must move toward third generation labor relations. Trust Agreements may provide one vehicle to propel districts toward this goal. This argument is informed by a brief discussion of the current school reform movement.

Contemporary Education Reform

The current educational reform movement differs from previous school efforts in its recognition that teachers are to be active partners in the change process. Particularly in California, curriculum and school operations changes have teachers assuming additional decision-making responsibility. For example, development of state

curriculum frameworks sprung largely from the work of teacher experts. The various school restructuring efforts require that both teachers and school administrators recast their work roles. Through these changes, we believe we are seeing the initial stages in the development of an authentic profession of teaching, and, correspondingly, we are seeing school administration elevated to the management of a professional enterprise. In short, this is a reform movement about fundamental, institutional change.

The story of the birth of the current education reform movement is by now a familiar one. *A Nation at Risk* burst on the national scene in 1983 warning that a "rising tide of mediocrity" threatened to engulf the nation's schools. That report gave rise to literally hundreds of commissions, blue ribbon panels, and recommendations for action in nearly every state and launched a reform movement the likes of which this nation has not seen in decades. Schools became front page news.

Just a year before *A Nation at Risk* was released, Tom Peters and Robert Waterman had published their best seller, *In Search of Excellence*, in which they detailed lessons from America's best-run companies. Peters' and Waterman's book was arguably the most popular in a new wave of publications about modern corporate management.

The link between corporate success and the nation's schools was not lost on education reform advocates. School reformers recognized that schools, as productive, modern organizations fall short on almost every dimension of Peters' and Waterman's scale of the successful corporation.

Where successful corporations are governed by a deeply ingrained corporate culture, most school districts lack this level of shared commitment, this "corporate ownership." Where the most productive companies encourage experimentation and individual initiative, school districts more often rely on standardized curriculum and tolerate little deviation from standard practice. Where successful corporations have

adopted participatory styles of management, most school districts continue to be based on the top-down, factory style model of operation.

School reformers decided to take a page from the corporate book. "Professionalism," "teacher empowerment," and "restructuring" have come to be some of the terms most closely identified with this decade's education reform movement as the nation struggles to prepare its schools—and its citizens—for the twenty-first century.

Education Reform and Collective Bargaining

As the education reform movement swung into high gear, individuals on both sides of the bargaining table—union and management— began openly to discuss the possibility that collective bargaining's traditional focus on standardized work rules and adversarial relationships may not provide the appropriate arena for discussions of the organizational change envisioned by school reformers. To be sure, collective bargaining has served and continues to serve an essential purpose. Prior to collective bargaining, decisions about teachers and teaching were made almost exclusively by school management. Teachers had few degrees of professional decision-making freedom. Collective bargaining laws, born out of teachers' frustration over their inability to control even the most rudimentary aspects of their professional lives, represented an important legislative attempt to institutionalize a system of shared teacher-school management decision-making in an atmosphere of order and procedure.

However, collective bargaining, as it has grown up in most school districts, has its limitations. First, the scope of bargaining is relatively narrow, intended to separate bargaining over the conditions of work from development of school policy which governs the content of work, creating the legal fiction that this separation is even possible. Most bargaining statutes exclude teachers from participating in decisions

about important aspects of their professional lives. In California, for example, curriculum is not a bargainable issue.

Second, contract negotiations in many school districts have become captives of an adversarial process. The structure of formal contract negotiations seems to breed a "we-they" mentality. This mind-set creates schisms between teachers and school management that may last long beyond the conclusion of the formal bargaining process.

Third, the rigidity of conventional labor contracts makes them relatively difficult to use as vehicles for education reform. Specific language, crafted to cover all eventualities throughout a school district, can also serve to limit school site innovation and experimentation.

Thus, as the school reform movement proceeded, there developed a concurrent need for a new social invention to bring unionized teachers and school managers together as collaborators to solve the complex organizational problems of schools. If the standard collective bargaining arena and traditional contract were insufficient, for whatever reasons, then a new forum and an additional form of agreement would need to be devised. Enter Trust Agreements.

Where collective bargaining deals primarily with the "bread and butter" terms and conditions of employment, Trust Agreements revolve around professional problems of schools as organizations—problems of student achievement, school restructuring, staff and career development, and new forms of teacher evaluation. Implicit in Trust Agreements is not only the right but the duty of organized teachers to address questions of educational policy, issues that might formerly have been considered off-limits. Moreover, Trust Agreements seem to have the effect of replacing conflict with cooperation, thereby altering the traditional relationship between teachers and school management.

Substance of the Trust Agreements

The California Commission on the Teaching Profession released its report, *Who Will Teach Our Children?*, in November 1985. Among that commission's recommendations was the following:

> *Recommendation to teacher and administrator organizations, the superintendent of public instruction, and local school districts: Develop demonstration educational policy Trust Agreements to formalize cooperation between teachers and administrators in educational improvement.*

Shortly after the release of the California Commission report, Miles Myers, president of the California Federation of Teachers, expressed interest in a Trust Agreement pilot project. He provided useful introductions to districts and travel money to allow Trust Agreement seeds to take root in two districts. This small effort provided the basis for the current Trust Agreement Project.

The California Trust Agreement Project was initiated in fall 1987 as a cooperative effort of the California Federation of Teachers and the California School Boards Association, under the auspices of PACE. Funded by a grant from the Stuart Foundations of San Francisco, six California school districts participated in the project during the 1987-88 school year. The project is now in its third year of operation and has expanded to 12 districts. The California Teachers Association and districts represented by its affiliates have become active project participants. The project is overseen by an Advisory Board composed of representatives of the California School Boards Association, California Federation of Teachers, California Teachers Association, Association of California School Administrators, and PACE.

The Trust Agreement districts range in enrollment from 2500 to more than 100,000 students. The districts run the gamut from urban to suburban to rural. Some of the project districts have relatively homogeneous student populations. Others mirror California's increasing racial and ethnic diversity. Some districts have a long history

of cooperative labor relations; in others, union-management relations historically have been strained.

The six original project districts are: Lompoc Unified (in Santa Barbara County), Newport-Mesa Unified (in Orange County), Petaluma Schools (a jointly-managed elementary and high school district in Sonoma County), Poway Unified (in San Diego County), San Francisco Unified, and Santa Cruz City Schools (an elementary and high school district with a single school board and a common administration). These six were joined in September 1988 by Berkeley Unified (in Alameda County), Cambrian Elementary (in San Jose), El Rancho Unified (in Los Angeles County), Morgan Hill Unified (in San Jose), San Diego City Unified, and San Juan Unified (in Sacramento County).

Trust Agreements have no inherent subject matter. Districts are urged to diagnose local problems rather than engage in imitation. Thus, each project district selected the policy area in which it would attempt to craft a Trust Agreement. Each district also established a Trust Agreement team. Like bargaining teams, Trust Agreement teams are composed of representatives of teachers and management. While the parties selected their own team members, we urged that neither side bring an "outsider" (such as an attorney) to the table and we encouraged management to include at least one principal among its team members.

As each project district selected its own Trust Agreement topic, the project encompasses a wide range of policy areas. Several of the districts chose teacher evaluation. Lompoc, Poway, and Santa Cruz have used the peer assistance and review model developed in Toldeo, Ohio and adapted it to their own local situations. In each of these districts, the new evaluation model is designed to involve experienced teachers both in supporting and evaluating their novice colleagues. With some local variations on the same theme, Lompoc, Poway, and Santa Cruz have designed programs in which selected experienced teachers are released from their regular

classroom responsibilities to mentor to first year teachers. These experienced teachers also conduct formal evaluations of the probationers with whom they work.

Santa Cruz has added an additional and unique dimension to its program by initiating a pilot professional growth and evaluation program for tenured teachers. Operating in two schools, this program is entirely voluntary. It enables experienced teachers to develop their own professional growth plans. Those teachers who opt to implement their plans and, in concert with colleagues, evaluate the results of their professional growth efforts, are exempted from the district's regular administratively-directed teacher evaluation process.

Morgan Hill and San Juan are building their Trust Agreements around the concepts of school-based management. The goal of the Morgan Hill program is to allow teams of teachers and administrators from individual school sites to experiment with alternative ways of delivering instructional services to students. The announcement of the program, issued jointly by the superintendent and local union president to all schools in the district, asks, "If you could explore, with a team of colleagues, alternative ways of organizing teachers and students for increased effectiveness, productivity, and learning, what would you want to do differently? How would you go about developing a plan for changing the way you deliver instruction?" Interested schools were invited to assemble teams of teachers and administrators and develop action proposals which were then submitted to a district-wide committee of teachers and administrators. This district-wide committee selected the schools which are now implementing their site plans.

The San Juan project, also a school-based management program, is designed to provide individual school sites with greater flexibility and increased opportunities to solve the educational problems the schools identify. Individual schools are funded, through a proposal and review process, to implement pilot programs targeted to school-identified educational concerns. San Juan's Site Level Decision-Making

Program, governed by a district-wide committee composed of teachers and administrators, revolves around the following philosophy: "We believe decisions about educational issues should be made by those closest to the issues and most responsible for their implementation. It is our belief that as school employees become more closely and creatively involved in making decisions, the quality of education does improve. Better decisions lead to [better] quality instruction."

Trust Agreements in other project districts range over a variety of educational issues. The Cambrian Elementary District has initiated a pilot program in which the teachers and principal at one elementary school are developing indicators to identify "at risk" students as early as kindergarten. The school staff plans then to seek out the training they believe is necessary to help their "at risk" students, develop strategies to educate and support these students' families, and make available through the school whatever community resources are available and appropriate. The district hopes to use the results of this pilot program to develop a model program for "at risk" students throughout the district.

Newport-Mesa is developing a school site improvement project aimed at enhancing student achievement. Projects at each site may involve changes in instructional goals and guidelines, staff development, or the uses of instructional time. San Diego is currently involved in a major district-wide school restructuring effort, the peer coaching aspect of which is designed as a Trust Agreement.

San Francisco has developed two Trust Agreements. The first, the Paraprofessional Career Program, is designed to enable qualified and interested teachers' aides to return to school to earn teaching credentials while they continue to serve the district as paraprofessionals. Experienced district teachers are involved in designing the student teaching/ internship aspect of the program. Paraprofessionals who successfully complete the program and earn teaching credentials are guaranteed teaching jobs in the school district.

The second San Francisco Trust Agreement involves a single elementary school which has been permitted by the superintendent and school board to set aside the district-selected basal reader. Instead of relying on the basal reader, the school's faculty has developed and implemented an interdisciplinary, literature-based reading program which the district hopes can serve as a model for other San Francisco elementary schools.

Petaluma's first Trust Agreement is in the area of staff development. The district traditionally sets aside four days during the school year for purposes of teacher professional development. Petaluma's Trust Agreement transfers authority to determine the content of these four days from the unilateral province of administrators to joint decisionmaking by teachers and administrators. The district's new staff development team, composed of a majority of teachers, is using this opportunity to bring about a number of changes in the district's professional development program: substituting teacher experts for outside speakers as providers of staff development courses; working across grade levels and schools, rather than limiting staff development activities to single grades and individual schools; and allowing teachers to choose from among a variety of offerings rather than being assigned to a single district-selected offering.

Petaluma's second agreement, now in its formative stages, is in the area of school site shared decision-making. Teachers already have been more involved in principal selection and in site budget decisions.

More complete descriptions of some of the districts' activities and examples of written Trust Agreements are included as appendices to this paper.

Some Goals and Tentative Conclusions

We believe what we have learned about Trust Agreements thus far can be summarized as follows:

1. We have begun to expand our notion of a Trust Agreement. We have come to learn that process and product are not easily separable. The written agreement is the product that "shows." It is tangible evidence that something has happened in the participating school district. The written agreement provides evidence, for example, that authority over an area of school policy has been transferred from school management to teachers or is now being shared by teachers and administrators.

As important as the product that shows, however, is the product that does not show—namely, the changed relationship between teachers and administrators. This changed relationship, which paves the way for alterations in a district's organizational structure, is born out of the process of reaching a Trust Agreement.

2. Trust Agreement discussions are substantively different from contract negotiations. In standard bargaining talks, there is often the sense of a winner and a loser. Trust Agreements, however, do not appear to be viewed by either teachers or school management as a zero-sum game.

The partisan "tugs-of-war" which often characterize collective bargaining discussions seem to occur with less frequency in Trust Agreement discussions. Trust Agreements appear to move discussions from a dialogue over positions to a conversation about mutual interests. Everyone is viewed as having a stake in the health of the organization and negotiations become cooperative problem-solving sessions.

In addition, there is a least preliminary evidence that new relationships forged as a result of Trust Agreement work have a "spillover" effect into the standard collective bargaining arena. As the superintendent in one of the project districts remarked, "Union and management have now developed a sense of shared responsibility that

didn't exist before." In at least two of the Trust Agreement districts, this new sense of shared responsibility facilitated quick and relatively painless negotiations on successor contracts.

3. The definition of a Trust Agreement depends in part on school district context. What is usual in one school district may be considered an unnatural act in another. Individual district variables, such as size, current relationships among the parties, district history, and community composition affect the local definition of a Trust Agreement. Understanding the context in which a Trust Agreement is to be developed makes it possible to tailor the agreement to that district. Thus, the agreement becomes one for which district participants feel a shared sense of ownership, rather than a "canned" program imposed from the outside.

4. Determining the policy area for Trust Agreement work is not nearly as thorny as developing a successful process by which to reach agreement. In many of the project districts, union and management expeditiously determined the policy area in which they would attempt to craft an agreement. Yet when the parties realized they were not at the collective bargaining table, many had trouble knowing how to proceed.

This finding is perhaps not surprising. Trust Agreements shake conventional notions of union-management bargaining and relationships. They challenge teachers and school managers to reach collaborative decisions. Trust Agreements are built from cooperation, not conflict. Thus, Trust Agreement negotiations call for a different set of skills than parties to traditional collective bargaining may possess. To successfully conclude a Trust Agreement, the parties need to develop the skills of goal-setting, team building, cooperative problem-solving, and consensus decision-making. These skills are not generally part of the preservice or in-service program for either teachers or administrators, union leaders or district managers.

5. Strong union and district leadership are necessary components of Trust Agreement success. Both the union and district must be led by individuals who are

confident of their support, willing to take risks, make changes, even make mistakes. In situations in which either union or district leadership is less secure or is risk averse, Trust Agreement progress is all the more difficult, in fact, sometimes impossible.

6. Trust Agreements produce role changes. We have found an enormous unfreezing of assumptions about who does what in the project districts. Not surprisingly, the realization that this change is underway is causing discomfort and tension in some of the districts. Administrators are recognizing that relationships established in the Trust Agreement arena carry over into other settings as well, and that having powerful teachers does not make administrators less so. And union leaders are asking themselves how adversarial they can be, and under what conditions they should assume their traditional posture as the opposition.

7. Trust Agreements may not be prerequisites to reform, but they serve as catalysts to speed change. The organizational changes that appear to be taking place in the Trust Agreement districts may have occurred anyway, even without this project. However, there is evidence that if change had happened, it would have been at a slower pace. As the superintendent in one Trust Agreement district remarked, "We knew what we wanted to do, but without this project, we probably would have spent all of last year just discussing philosophy."

Trust Agreements seem to give everyone involved, teachers and school managers, the opportunity to move the issue of organizational change into a legitimate decision-making arena. School reform ceases to be an issue for idle conversation and instead becomes a topic of serious debate in a setting in which action is the end product.

Readiness for Change and Third Generation Bargaining

What, if anything, makes the California Trust Agreement districts "special"? Is there something unique about these districts that made them particularly ready for this

project? In some respects, the jury is still out on this question. In this pilot effort, it is simply too early to gauge the degree of success, as measured by lasting institutional and educational change, which individual districts will experience as a result of their participation in the Trust Agreement Project. We will, as part of the project evaluation during this third year, establish indicators of readiness and benchmarks of success. In the absence of such indicators, it is difficult to assess with absolute certainty whether or not the districts were "ready" for the project.

Some things, however, are clear. From the perspective of organizational structure, the Trust Agreement districts are not unique. Perhaps some of these 12 districts reflect a slightly more relaxed, somewhat less bureaucratic organizational configuration than is evident in some other school districts. On balance, however, the Trust Agreement districts seem to be cut from the same organizational cloth as are most of California's more than 1,000 school districts.

What perhaps does distinguish the Trust Agreement districts from some (though certainly not all) other school districts is their commitment to take a risk and their willingness to try something new. While we engaged in no elaborate dissections of organizational culture and imposed no labor relations litmus test in selecting project districts, we did impose one prerequisite to participation: We required assurance from the superintendent, local union president, and school board president that they would make a good faith effort to develop an Educational Policy Trust Agreement.

In the districts that agreed to participate in this project, both union and management recognized the need for a forum in which to discuss emerging educational issues in an atmosphere of collegiality rather than confrontation. They recognized that it is no longer sufficient for teachers to say,"That's management's problem," or for the administration to tell teachers, "If you don't like my decision, file a grievance." And they realized that the range of union-management discussions must be broadened beyond the bread and butter issues which comprise the stuff of conventional labor

contracts. The willingness of the teacher unions and administration in these districts to engage in substantive discussion of serious educational policy issues in the Trust Agreement arena suggest to us that these districts have moved into, or at least have moved toward, third generation bargaining and the development of negotiated policy.

Conclusion

The Trust Agreement Project is about potentially long-term, comprehensive, institutional change in schools and school districts. It is a project about inventing new roles, developing new relationships, building new coalitions, and establishing common ground on which to solve increasingly complex educational problems.

Educational Policy Trust Agreements appear to be altering the way in which organizational decisions are made in the project districts. In these districts, as in most school districts, collective bargaining has produced important decisions about the work lives of individuals. Trust Agreements add a new dimension by facilitating collective teacher-school management decisions about the structure and functioning of the organization.

Where collective bargaining deals primarily with the "bread and butter" terms and conditions of employment, Trust Agreements revolve around professional problems of schools as organizations—problems of student achievement, school restructuring, staff and career development, and new forms of teacher evaluation. Implicit in Trust Agreements is not only the right but the duty of organized teachers to address questions of educational policy, issues that might formerly have been considered off-limits.

Teachers in the Trust Agreement districts are being included as partners in key decisions about their school districts. Moreover, Trust Agreements seem to have the effect of replacing conflict with cooperation, thereby altering the traditional relationship between teachers and school managers. Importantly, Trust Agreements appear to be

encouraging teachers and administrators to assume collective responsibility for educational processes and outcomes.

We consider these initial Trust Agreement results to be fragile indeed. Some unanswered questions remain. Have we begun to move Trust Agreements from project status to recognized, institutionalized procedure? Has success or progress in Trust Agreement districts been a function of personalities? Four of the project districts (Berkeley, Cambrian, El Rancho, and Petaluma) have new union leadership this school year. One district (Lompoc) has a new superintendent. Will these districts continue down the Trust Agreement road? Have Trust Agreements, in other words, become part of "the way we do business here"? Answers to these questions await further data and analysis.

It is important here to underscore our belief that Trust Agreements are not and should not be considered a "magic bullet." There is no packaged program for success, no checklist of "correct" and proven activities. Nor do we intend to develop one. We do not want Trust Agreements to become the latest educational fad, in vogue for a while and then gone with the next wave of educational reform. And so we are proceeding with extreme caution, growing this project slowly. Nonetheless, we are encouraged by the initial results.

Appendix

Appendix

This appendix contains additional explanations of some of the Trust Agreement projects as well as preliminary examples of written Trust Agreements.

Lompoc

The Lompoc Unified School District, located in Santa Barbara County, and the Lompoc Federation of Teachers have focused their Trust Agreement on peer assistance and review. Using as a foundation the nationally-recognized evaluation model developed in Toledo, Ohio, Lompoc has adapted this program to its own local situation, crafting a well-developed plan that enables experienced teachers to provide support and assistance to their novice colleagues and then conduct the summative evaluations of these first-year teachers.

The union and district view the goal of this program as improved instruction for Lompoc students. To implement its Trust Agreement, Lompoc has marshalled resources, including the district's mentor teacher program, the Teacher Education Institute at California Polytechnic, and the state-funded New Teacher Program operating in Santa Barbara and Ventura counties.

The Lompoc agreement delineates specific implementation procedures for the peer assistance and review program. Criteria for the selection of participating experienced teachers have been developed and a project advisory board has been established. Activities and roles of site administrators, middle level district management, the superintendent, and the union are also clearly defined.

In assessing their project efforts to date, the superintendent and vice-president of the union have written:

> The process of producing a Trust Agreement has had some unanticipated benefits for our District. It certainly has proved that the different groups can engage in a common problem-solving effort to resolve a problem of major concern. It has also helped us address the critical area of staff evaluation, producing a product which in the long run will improve performance and accountability.

EVALUATION TRUST AGREEMENT
LOMPOC APPRENTICE TEACHER SUPPORT SYSTEM

PURPOSE

The purpose of the apprentice teacher support system is to provide quality support and assistance to new teachers. The system helps ensure that the best apprentice teachers earn tenure in the District. The outcome therefore is superior instruction for Lompoc Unified students.

RESOURCES

The resources necessary to implement this program will include the use of existing programs including the mentor teacher program, Cal Poly's Teacher Education Institute, and Santa Barbara and Ventura County New Teacher Program for training and assistance. Grants have been used to develop the agreement and hopefully will continue to serve as a resource. The Federation will provide the support and assistance necessary. Both parties agree that the District will budget for the release time for master teachers, and for Review Board members as necessary. Both parties agree to support the designation of at least two mentor positions as master teachers.

IMPLEMENTATION

This trust agreement will be in effect when approved by the School District Board of Trustees and the Federation membership. The Trust Agreement will remain in effect until one or both parties notify the other of their desire to discontinue the agreement.

The authority to amend this agreement is given to the mutual agreement of the District Superintendent and the Federation President. It is the intention of both parties to allow this agreement the flexibility to change, to grow, and to improve.

ADJUDICATION

Disputes will be worked out first, if possible and applicable, by the Review Board; the second level at resolving disputes will be the District Superintendent and the Federation President; the third and final level of adjudication if both parties agree to enlist it, will be the employment of a professional mediator of mutual agreement.

UNDERSTANDING RELATIVE TO CALIFORNIA EDUCATION CODE

Both parties agree to seek a waiver:

1. In calculating the teacher-administrator ratio for the State Department of Education, master teachers are not to be counted as administrators.

2. To allow master teachers to perform accountability evaluation of other teachers.

THE PROCESS

1. Pre-employment:
   Apprentice teacher provides information.

2. Interview:
   Master teacher and principal are involved whenever possible.

3. Orientation:
   Orientation for apprentice teachers will be provided. Within the orientation the LATSS Program will be explained and the apprentice teacher introduced to the support team.

4. Initial assessment:
   Both the master teacher and the principal will do an initial observation before the support plan is developed.

5. Support plan:
   A support plan will be developed within the first two months. The master teacher will develop a support plan with the assistance of the principal, the process mentor, and the apprentice teacher. The support plan is a plan for development and growth.

6. Support:
   The master teacher, the principal, the process mentor, and any other appropriate personnel will provide continuing support for the apprentice throughout the school year.

7. Mid-November report:
   The master teacher and the principal will submit written mid-November observations to the Review Board. The master teacher will present a report before the Review Board. The principal may be present. The Board may recommend changes to the support plan.

8. February report:
   The master teacher and the principal will submit written evaluations to the Review Board before February 1st, for all apprentice teachers. For second year apprentice teachers only, the master teacher will present a report to the Review Board and will make a recommendation for tenure or dismissal. The principal may be present and make a recommendation. The Review Board in turn will submit a recommendation to the School Board. The School Board will make the final determination of employment.

9. April report:
   The master teacher and the principal will submit written evaluations to the Review Board before April 15th for all apprentice teachers, (except for those who have been recommended for dismissal.)

The master teacher will make presentations to the Review Board on all apprentice teachers who haven't already been presented to the Board (February). The master teacher will recommend continued employment or dismissal to the Review Board. The Review Board will make its employment recommendation to the School Board. The School Board will make the final employment decision.

SUPPORT TEAM

1. A support team will be formed for each apprentice teacher identified for the program by the Review Board.

2. The support team will include the master teacher, the site principal, the process mentor and any other support personnel. The master teacher may designate.

3. The master teacher is the coordinator and director (necessary at all?) of the support team.

SUPPORT PLAN

1. The support plan is a cooperative process between all support team members. After each visitation with the apprentice teacher a conference will be held to decide upon mutually agreeable performance goals. The support plan is an ongoing process designed to benefit the apprentice teacher developed by the support team.

2. The support plan is designed to provide the training and orientation necessary for the apprentice to develop lasting professional skills.

3. The support plan may be modified in order to adjust to the needs of the apprentice teacher, provide quality support and superior instruction.

4. The master teacher will coordinate the efforts of the support team in the implementation of the plan.

5. The master teacher will confer with the other members of the team to assess the plan.

MASTER TEACHER EVALUATIONS OF APPRENTICES

1. All observations by the master teacher will be followed by a conference within five days.

2. At least two formal observations and conferences must take place before each Review Board presentation where the master teacher submits evaluations to the Review Board (four observations per year).

3. The outcome goals and decisions of the Review Board will be shared with the apprentice teacher. The apprentice teacher has the right to respond in writing to any and all evaluations. These responses will be considered by the Review Board.

4. A formal observation must be at least 40 minutes.

5. It is the responsibility of observers to make the teacher and students feel comfortable with their presence.

6. The pre and post evaluation conferences are an important element of the procedure. The conferences should take place with proper time and privacy allotted.

REVIEW BOARD

1. The master teacher will appear before the Review Board in February and April to report the progress of the apprentice teachers, to recommend employment or termination, and to defend the recommendations. The principal may be present, and provide information and a recommendation.

2. The Review Board will decide on a recommendation regarding the apprentice teacher's being retained or dismissed after the first year, and if tenure and employment is to be recommended at the end of the second year. The recommendation will be submitted to the School Board of Trustees.

3. The Review Board will include three members appointed by the president of the Federation, three members appointed by the superintendent, and one member appointed mutually.

4. Chairmanship of the Board will rotate each year between the Federation and the District.

5. The Review Board will establish operational procedures, develop necessary applications, forms, documents, and generally manage and direct the LATSS Program.

6. The Review Board will monitor the progress of each master teacher by reviewing the evaluations and status reports. The performance of the master teacher will not be evaluated in any other ways nor shall master teachers be disciplined for their role in the LATSS Program.

7. The Review Board will examine teacher performance reports within the teacher's probationary (or temporary) period and determine retention or dismissal relative to that performance. The Review Board will not be a party to dismissals which charge grounds for dismissal of permanent employees given by Education Code 44932.

APPRENTICE TEACHER

1. The apprentice teacher is a non-tenured teacher.

2. The apprentice teacher will be assisted by a support team coordinated by a master teacher. A support plan is designed to assist the apprentice in improving teaching skills that will enhance student learning through effective instruction.

MASTER TEACHER

QUALIFICATIONS:

1. The master teachers will be selected by LATSS Board through an assessment process, and participate in teacher evaluation staff development activities.

2. The master teacher must have knowledge of subject matter and a variety of teaching techniques. The master teacher must have the ability to demonstrate techniques for the apprentice teachers.

3. The master teacher must be able to coordinate the support team in the best interests of the professional development of the apprentice teacher.

4. The master teacher must be able to recommend dismissal of an apprentice teacher.

5. The applicant for master teacher must provide letters of recommendation from the principal, the LFT building representative, and two other teachers who have knowledge of their performance in the classroom. The applicants will be interviewed and their teaching may be observed by the Board.

6. The master teacher will have demonstrated outstanding classroom teaching ability.

7. The master teacher will have demonstrated effective written and oral communication skills.

8. The selected master teachers will continue in their current status until their services are needed. Their assignment will be for three years unless good cause is shown for it to be otherwise.

ROLE:

1. The master teacher will coordinate support for the apprentice teacher. The support team will develop a support plan. The support team will consist of the master teacher, the apprentice teacher, the process mentor teacher, the principal, and at the secondary level, the department chairperson.

2. The master teacher will provide direct support for the apprentice teacher. Lessons and techniques may be demonstrated in the classroom. Mentors, grade specialists, curriculum specialists, psychologists, speech therapists, and all other appropriate support personnel and services will be introduced to the apprentice teacher by the master teacher as appropriate to the apprentice teachers' needs.

3. The master teacher is responsible for periodic assessment of the apprentice's pedagogical skills, organizational strategies, knowledge of subject matter, and classroom management skills as performed in the classroom, as well as the apprentice's ability to work with others and assume professional responsibilities beyond the classroom.

4. The master teacher will arrange opportunities for the apprentice teacher to observe other teachers teaching.

5. The master teacher will recommend to the Review Board whether to retain or terminate an apprentice teacher the first year, and recommend termination, tenure, or continuance the second year.

6. The master teacher, whenever possible, will be a member of the team that interviews and hires new teachers.

7. The master teacher will participate in New Teacher Orientation.

8. The master teacher will be responsible for approximately ten apprentice teachers at a time.

9. The master teacher will assist in the training of new master teachers.

10. The master teacher will inform the principal of any teaching problems observed with the apprentice teacher.

COMPENSATION:

The master teacher will be released from the classroom for three years at the same pay level received in all positions held at the time of release. Master teachers are guaranteed return to the same school and to a qualified position with the same status and benefits they had before they left. As a master teacher they will receive a stipend equal to that of a mentor teacher, and seniority will continue to accrue.

PROCESS MENTOR TEACHERS

1. Each school in the District will have a process mentor teacher as a member of the apprentice support team.

2. The prime function of the process mentor is to provide training and support for the apprentice teachers at their school site as outlined in the support plan.

3. Other mentors such as grade level and curriculum mentors may also be called upon to assist apprentice teachers.

4. Mentor teachers coordinate with the master teacher and apprentice teacher in planning and implementing the support plan.

5. Mentor teachers observe and assist apprentice teachers but will not evaluate apprentice teachers.

6. Process mentors will also provide assistance for tenured teachers at their site. They will be available to assist, on a collegial basis, any tenured teacher with any professional problem. All assistance will be completely confidential.

Differences between the roles of the process mentor and the master teacher:

	PROCESS MENTOR TEACHER	MASTER TEACHER
1.	Not released from the classroom full time	Released from the classroom full time
2.	At one site	At large
3.	Doesn't evaluate	Evaluates
4.	Little time to observe	Much time to observe
5.	Works with all teachers at one site	Works only with new teachers at many sites
6.	Available every day	Available periodically or on call
7.	Makes no recommendation to Review Board	Recommends employment or termination to Review Board
8.	Provides site orientation	Provides District orientation
9.	Member of support team	Director of support team
10.	Selected by Mentor Selection Committee	Selected by LATSS Review Board

SECONDARY DEPARTMENT CHAIRPERSONS

1. Department chairpersons will work closely with the master teacher and apprentice teacher in planning and implementing the support plan.

2. Department chairpersons will observe and assist the apprentice teacher.

Morgan Hill

The Morgan Hill Unified School District in Santa Clara County and the Morgan Hill Federation of Teachers developed a Trust Agreement around the concept of school-based management. The goal of the Morgan Hill program is to allow teams of teachers and administrators from individual school sites to experiment with alternative ways of delivering instructional services to students. The announcement of the Morgan Hill program, issued jointly by the superintendent and union president to all schools in the district, asked, "If you could explore, with a team of colleagues, alternative ways of organizing teachers and students for increased effectiveness, productivity, and learning, what would you do differently? How would you go about developing a plan for changing the way you deliver instruction?"

Interested schools were invited to assemble teams of teachers and administrators and develop action proposals which were then submitted to a district-wide committee of teachers and administrators, including the superintendent and union president. Three schools were selected to implement their new instructional plans beginning in fall 1989. Additional schools are in the process of developing site-based management plans.

Both the union president and the superintendent agree that participation is the Trust Agreement Project and development of Morgan Hill Trust Agreement strengthened an already cooperative relationship. Both also acknowledge that this first Trust Agreement laid the foundation for exploration of curriculum and other school restructuring matters between the union and district and planted some positive "seeds of change" among teachers and site level administrators.

ALTERNATIVE DELIVERY DEVELOPMENT

A Trust Agreement Project
in the
Morgan Hill Unified School District

In keeping with the PACE Project's purpose of exploring ways to restructure schools and empower teachers, District and Federation leaders in the Morgan Hill Unified School District agreed to use the trust agreement funds to support school-based projects which would experiment with changes in the delivery of instruction.

The scope of the project was developed November through January, and in February, 1989, site project proposals were solicited from all certificated staff. As a result of paper screening and team interviews, two of the four project applications were funded. (One of the projects could not be implemented because of our inability to fund the requisite $10,000. The other proposal involved the movement of fifty 9th graders to our three-year high school, and the necessary compromises could not be reached with the middle school staff.)

Of the trust agreement money, $2,000 is designated for 1989-90 substitutes to release the eight teachers involved in the two funded projects. Another $1,000 will purchase additional supplies and student materials necessary to the two projects. District "match" money has paid for the approximately 25 hours of time spent by each of the four members of the steering committee (comprised of the superintendent, assistant superintendent, and two representatives of the Federation) and for the 5 hours of clerical time involved in the notification and selection process.

The primary benefit of the project has been the team relationships that have developed at individual schools. A prime example is the project at San Martin/Gwinn Elementary School. As a result of the opportunity to apply for additional funds, the principal and six teachers have collaborated to create a team approach to teaching all fourth graders in that school. The team will include special education and bilingual teachers, as well as library clerks and classroom teachers. Another project also involves a team approach, dealing with the instruction of junior U.S. history students.

We were disappointed that only four proposals resulted from the notification process. As demonstrated by the two proposals we were unable to fund, major changes of the type not yet possible under existing circumstances require amounts of money which far exceed the capabilities of the grant.

We have been pleased, however, with the discussion between teachers and building administrators which this project has engendered. An increased number of requests are anticipated if funds were to continue into a future year.

Newport-Mesa

Newport-Mesa, located in Orange County, is a second year Trust Agreement district with first year status. After several false starts occasioned by a variety of difficulties in 1987–88, including teacher layoffs, a severe budget crisis, and a strike threat, Newport-Mesa found itself in May 1988 not much farther along with a Trust Agreement than it had been the previous September.

In 1988–89, Newport-Mesa began afresh and has made significant progress toward a Trust Agreement. The goal of Newport-Mesa's project is ambitious: "The purpose of this agreement between the Newport-Mesa Federation of Teachers and the Newport-Mesa School District is to engage teachers, principals, and district office staff in a systematic, collegial, site-based process designed to identify and remove existing obstacles to student achievement."

Toward this end, the union and the district are developing a plan to enable teachers and administrators at each school to collect and analyze data on their students' achievement, cooperatively identify strategies to enhance student achievement, develop a school "report card," implement the collegially developed program, and evaluate the results. The union and the district have established a teacher-management team to oversee implementation of their site-based project.

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Newport-Mesa Unified School District

PROPOSED EDUCATIONAL POLICY TRUST AGREEMENT

PURPOSE

The purpose of this agreement between the Newport-Mesa Federation of Teachers and the Newport-Mesa Unified School District is to engage teachers, principals, and district office staff in a systematic, collegial, site-based process designed to identify and remove existing obstacles to student achievement. Removing these obstacles may involve changes in:

Guidelines, goals, expectations
Communication processes
Staff development
Uses of instructional time
Other site-specific areas as appropriate

PROJECT DESIGN

The process used to identify and remove obstacles to student achievement will be data-driven, structured, and cooperative. It will subsume/incorporate all current school requirements for needs assessment and planning (SIP, categorical programs and the new "School Report Card") thus eliminating duplication of effort.

The problem-solving process at each project school will include the following elements:

1. Collect data on student achievement outcomes and school processes.

2. Analyze school data to identify program strengths and existing obstacles to student achievement.

3. Identify strategies for removing identified impediments to student achievement, and incorporate the strategies in a site-based action plan.

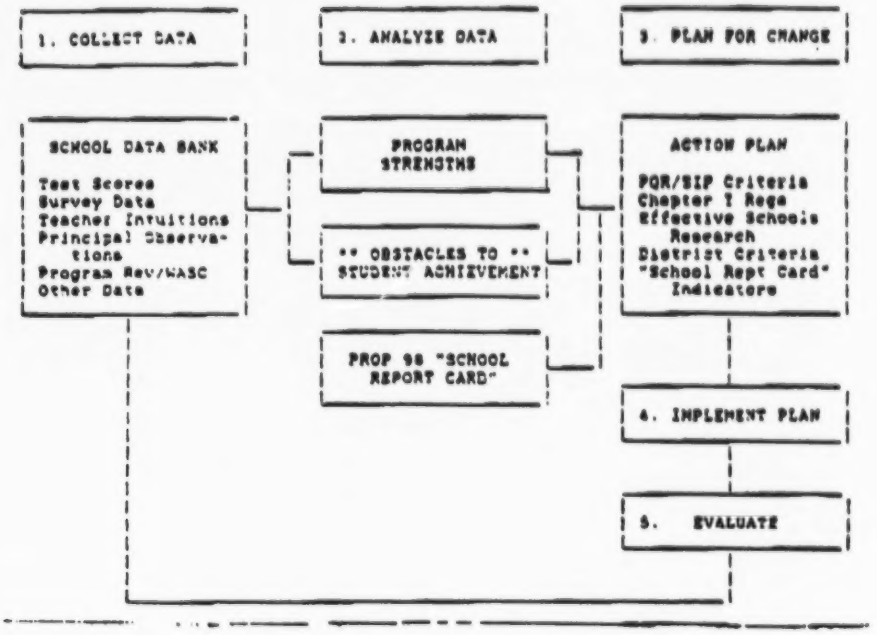
4. Develop "School Report Card", as currently required by Proposition 98 (SDE guidelines pending.)

5. Implement planned program improvements.

6. Monitor and evaluate progress, recycling each step annually as indicated.

Figure 1

TRUST AGREEMENT MODEL



AVAILABLE RESOURCES

Fiscal Resources

By linking the project problem-solving process to existing program improvement efforts (SIP, Chapter I, Mentor Teacher Program, general fund, etc.) PACE project funds will augment the fiscal resources currently available to project schools for needs assessment, planning, and staff development, and will help to focus these resources on the identification and removal of obstacles to student achievement.

Time

The parties to the Agreement will seek ways to increase the amount of time currently available to teachers for problem solving, planning, and staff development.

IMPLEMENTATION

1. An Advisory Council of ten members, with membership representing teachers and administrators, will meet quarterly (or more frequently as necessary) to oversee implementation of the project.

2. It will be the responsibility of the Advisory Council to select the pilot project schools (2 or 3) from applicants.

3. Leadership groups will be selected by the Principal and staff at each pilot project school. The group will be fully trained to implement all stages of the problem-solving process and will have ongoing District Office support. Leadership groups will consist of the Principal, teachers, one or more parents, and others as deemed appropriate. The group's work will be facilitated initially by a member of the District's support staff experienced in the use of the problem-solving model.

4. The problem-solving process will be implemented as described in the Project Design section above. A calendar of project meetings/events will be developed at each pilot school.

5. Based on demonstrated acceptance of the usefulness of the project's processes, opportunities will be provided for expansion to additional schools in the second year.

DISPUTE RESOLUTION PROCESS

All actions/activities related to the PACE project will be in accordance with current District policy. Because the proposed process is inherently collegial and cooperative, it is unlikely that disputes will arise. Any disagreements that may arise in the problem-solving process (collecting and analyzing data, planning, implementing changes) will be resolved at the site level by the leadership team, using consensus procedures agreed upon by the group. Consensus will be attained at each stage before proceeding.

Petaluma

Petaluma Schools is comprised of two jointly managed districts—one elementary, one high school—in rural and suburban Sonoma County. The Petaluma School District and the Petaluma Federation of Teachers have concluded two Trust Agreements.

Petaluma's first Trust Agreement is in the area of staff development. The district traditionally sets aside four days during the school year for purposes of teacher professional development. Petaluma's Trust Agreement on staff development transfers authority to determine the content of these four days from the unilateral province of administrators to joint decision making by teachers and administrators. The district's staff development team, now composed of a majority of teachers, has initiated a number of changes in the district's professional development program, substituting teacher experts for outside speakers as providers of staff development courses; working across grade levels and schools rather than limiting staff development activities to single grades and individual schools; and allowing teachers to choose from among a variety of offerings rather than being assigned to a district-selected offering.

Petaluma's second Trust Agreement, completed in 1988–89, is in the area of school-based management and shared decision making. This agreement has already altered the hiring practices in the district by involving teachers in the selection of a new elementary principal, involved the union more directly in working with the district on teacher transfers, provided a mechanism for school staffs and principals to begin to make joint budget decisions, and enabled the union and district jointly to support school staffs beset by unanticipated arson and asbestos problems.

The purpose of this Educational Policy Trust Agreement is to support the implementation of the Petaluma School Districts' distinctive statement concerning the importance of the affective domain. That statement expresses the Districts' desire to create the organizational culture and style that supports the growth of character in students and staff through building self-confidence, self-reliance, and mutual respect. In order to bring these abstract qualities to a concrete reality, all of us need to consider the content of what is taught; and the processes of instruction, example and application of authority through which learning and behavior are guided. To these ends we must create a special relationship among administrators, teachers and students.

K-12 STAFF DEVELOPMENT COMMITTEE

PHILOSOPHY

We agree that the most significant staff development experiences result from collaborative planning by teachers and administrators. We also agree that staff development programs will be planned and implemented on a K-12 basis. Finally, we agree to more fully recognize the outstanding talent and expertise of District personnel by consciously designing staff development programs based upon their special skills.

MEMBERSHIP

Teachers representing each school, and at-large representatives appointed by the Petaluma Federation of Teachers (PFT)

Site administrators and Assistant Superintendent assigned to instruction

A majority of the committee shall consist of classroom teachers

RESPONSIBILITIES

The Committee has been given the following responsibilities:

1. To recommend, coordinate and evaluate Districtwide staff development programs, including

   - To plan and implement District staff development days
   - To help implement the affective education goals of the District
   - To assist teachers to become effective workshop presenters
   - To increase the number of teachers who serve in leadership roles
   - To find ways to increase communication between elementary and secondary teachers
   - To consider ways in which Summer School can be used as a demonstration school for staff development
   - To develop structures that recognize teaching specialities, such as, those represented in the curriculum strands
   - To explore effective models of professional development, such as, adult learning, and peer coaching.

2. To identify, recommend and coordinate the use of human and fiscal resources

   - Including the Mentor Teacher Program, Classroom Teacher Instructional Improvement Program, Summer School, TEC Center and other outside agencies
   - To explore and recommend ways to compensate and support certificated staff for their preparation time for staff development leadership roles

ADDITIONAL CONSIDERATIONS

The Committee may also choose to discuss and make recommendations about:

A Teacher Resource Center

Peer Coaching

Recommending that inservice training credit be offered as an incentive to employees who participate as presenters, trainers, or in other roles.

WORKING DRAFT 4/19/89

Educational Policy Trust Agreement in Shared Decision-Making at Schools & Worksites

PURPOSE

The Federation and the District Administration agree to follow shared decision-making processes in the Petaluma School Districts. The Federation and the District Administration believe that shared decision-making will result in more effective learning experiences for all students. The Federation and the District Administration also believe that continued implementation of the shared decision-making processes will strengthen the special relationships among students, staff, administrators, parents, and Board of Education.

PHILOSOPHY

The commitment of the Petaluma School Districts to a philosophy of shared decision-making is based on the belief that those who will be affected by a decision should be involved in making it. It is also based on the belief that those with the knowledge, experience, and commitment in particular areas should be a part of the problem-solving process; it will be in this way that the best thinking occurs and the best decisions are made. Our philosophy concerning shared decision-making is further based on the desire to honor diversity within the staff and community and to demonstrate respect for all who are a part of the Petaluma School Districts.

CHARACTERISTICS OF SHARED DECISION-MAKING

1. Individuals affected by a decision participate in that decision, either directly or through chosen representatives.

2. Once a decision has been made, all individuals are responsible to help implement it.

3. Included in the process is consideration of the consequences of the decision: its effects on students, parents, staff, other worksites, the District, and the community.

4. The following behaviors are vital to the shared decision-making process:

   - valuing all persons involved;
   - listening to other points of view;
   - ensuring all participants opportunities for input;
   - encouraging innovative thinking;
   - guaranteeing support for risk-taking;
   - being willing to alter preconceived positions;
   - following through on commitments.

COMMITMENT TO SHARED DECISION-MAKING

The District Administration and the Federation recognize that there are already examples of shared decision-making at every site. The Federation and the District Administration agree to provide continued support for the implementation of shared decision-making by committing resources to those teams who design and carry out changes which effectively improve education for children and/or redefine the professional relationships and responsibilities among team members. These resources include:

1. Providing staff development for strategies in the shared-decision-making process.

2. Providing consultation, including support in proposal development, possible waivers, legal and other procedural implications.

3. Assisting or providing assistance in developing and implementing documentation and evaluation activities included in proposal.

4. Helping to provide a communication link between participants and other interested colleagues; helping to acquire additional resources.

5. Assisting dispute resolution.

Note: The District Administration and the Federation agree that funding for the planning phase of Trust Agreement projects will be included as an item in the annual budget process.

CONFLICT RESOLUTION

If a disagreement between the Federation and the District Administration regarding this Trust Agreement cannot be resolved, a third party, agreed upon by both parties or selected in accordance with the rules of the American Arbitration Association, shall be called in to resolve the dispute.

Poway

Poway is a rapidly growing suburban San Diego County school district. The Poway Federation of Teachers and the Poway Unified School District have cooperatively developed and implemented a peer assistance and review program for probationary teachers. In 1987–88, only elementary and middle school teachers participated in the program. The program was expanded in 1988–89 to include high school teachers. The district and union are also considering alternatives to evaluate tenured teachers. A first draft of the Tenured Assistance Program (TAP) states, "TAP is a cooperative effort between the Federation and the District to assist permanent teachers who have been identified as being in serious professional jeopardy." This plan is still in its early formative stages.

Poway represented that Trust Agreement district which, at the outset of the project, continued to experience the most contentious labor relations. Although the union and district developed and implemented a Trust Agreement, the superintendent refused to commit anything to writing in 1987–88.

The district–union relationship has now begun to turn around. Union and District representatives are meeting with a professional facilitator, at district expense, to seek non-conflictual ways of settling disagreements. The superintendent and union president are now meeting regularly with one another and employed "win-win" bargaining principles in their most recent round of contract negotiations.

The Trust Agreement covering peer assistance and evaluation for probationary teachers now exists in writing and a second agreement is being developed. Moreover, the union president, who won reelection after a last-minute challenge, viewed his election victory as a mandate from the teachers for more cooperative labor relations. A joint statement issued by the superintendent and union president reads, in part, "[Through the Trust Agreement Project] we discovered that a collaborative effort was successful and we are looking for new areas to use the model we have started."

AGREEMENT

This Agreement is entered into between the POWAY FEDERATION OF TEACHERS ("PFT") and the POWAY UNIFIED SCHOOL DISTRICT ("DISTRICT").

RECITALS

1. The parties hereto desire to establish a system, the purpose of which is to assist probationary teachers employed by the DISTRICT in the development of proficiency in performance of their duties.

2. The DISTRICT and PFT have established a program (hereinafter "Professional Assistance Program"), on an experimental basis, in which the DISTRICT will employ teacher/consultants whose primary responsibilities are to observe probationary teachers in the performance of their teaching duties, prepare written reports of such observations, and provide guidance to and assist probationary teachers in the performance of their duties. Determination of the qualifications for and specific job duties of the teacher/consultant position and the specific guidelines and procedures of the Professional Assistance Program shall be subject to mutual agreement between the DISTRICT and PFT.

3. Recognizing the experimental nature of the Professional Assistance Program, the DISTRICT and PFT agree to continue the Professional Assistance Program by mutual consent only, with each party having the right at any time, to terminate the Program by giving written notice to the other. Should the

Professional Assistance Program terminate for any reason, neither the DISTRICT nor PFT may assert any aspect of the creation or operation of the Program as a past practice having any impact whatsoever on the parties' duty to bargain in good faith over matters relating to the Program.

4. The parties agree that individuals employed by the DISTRICT in the teacher/consultant position shall continue to be part of the bargaining unit of which PFT has been certified as the exclusive representative and neither party will assert before any federal, state or local administrative agency, arbitrator, or court of law, that individuals employed as teacher/consultants are outside of the bargaining unit of which PFT is certified as the exclusive representative based upon such employment status.

5. Nothing contained in this Agreement shall be construed or interpreted to interfere with the right of the DISTRICT to consider and act upon the non-renewal of probationary certificated employees pursuant to the provisions of existing statutory law. Further, the provisions of this Agreement shall not operate as a waiver or as an amendment to any express provision in the current collective bargaining agreement between the DISTRICT and PFT.

6. In addition to the development of the specific "Professional Assistance Program" for probationary teachers described in this Agreement, the DISTRICT and PFT agree to commence discussions regarding the formulation of an experimental procedure governing the evaluation of permanent teachers.

NOW THEREFORE, it is agreed as follows:

1. Recitals. The foregoing Recitals are incorporated herein by reference as if set forth in full.

2. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and that the terms of the Agreement are contractual and not mere recital.

3. Authority. The persons so signing this Agreement hereby warrant they have authority to execute this instrument and have, prior to signing, fully read and understood this Agreement.

Dated: _____

POWAY UNIFIED SCHOOL DISTRICT

By: _____
DR. ROBERT REEVES,
District Superintendent

Dated: _____

POWAY FEDERATION OF TEACHERS

By: _____
WILLIAM B. CRAWFORD,
President

PROFESSIONAL ASSISTANCE PROGRAM

(Following meetings with the District and the Federation, this outline will provide the framework for the assistance program for the 1987-88 school year)

I. Goals of Program

A. To establish a system that will provide beginning teachers the services of an experienced professional teacher to assist teachers new to our District ease into their professional roles.

B. To establish a system that will provide the services of a recognized expert teacher to permanent teachers who may voluntarily request assistance.

C. To develop a procedure that will, in subsequent years, provide involuntary placement for permanent teachers in jeopardy in a program for remediation and assistance.

D. To develop a procedure that may, in subsequent years, establish an alternative program for the evaluation of all first year teachers.

E. To expand these programs to the secondary level.

II. Teacher Consultants

A. Qualifications

1. permanent employee
2. minimum of 4 recommendations
3. High personal and professional skills

B. Salary

1. Current salary plus an additional $4,000

C. Selection (1987-88)

1. Selected by Don Raczka, Yvonne Lux and Leslie Fausset.

D. Training - may include the following:

1. Cognitive Coaching - Summer 1987
2. Clinical Supervision - Summer 1987
3. Situational Leadership - Fall 1987
4. Styles of Leadership - Fall 1987
5. Role of the Consultant - Summer 1987

E. Length of Service

1. Limited to 3 consecutive years in program.
2. Agree not to pursue administrative jobs during their term as consultant.

F. 1987-88 Teacher Consultants

1. Chris Evans and Veleta Rollins will serve as consultants, with Charlotte Kutzner and Terri-Jo McNaul as alternates.
2. A pool of four additional condidates, including a special education expert, to be trained. Janet Stone, Pat Silva, Rae Adams and Kate O'Brien will serve this pool.

G. The number of teachers serving full-time as consultants may increase from two.

III. Beginning Teacher Assistance Program

A. Objectives:

1. To provide beginning teachers the services of the teacher consultant for a minimum of 20 hours per evaluation period.
2. To gather research on how to best meet the objective listed as 5 (d) of the 1985 Commono Commission Report:
   "Specially trained teachers be designated as "peer evaluators" and, working as teams, observe and evaluate probationary and permanent teachers on the model of a higher education faculty making recommendations to a dean."

B. Pilot Plan

Every beginning K-8 teacher at sites participating will be assigned a consulting teacher.
2. The consultant teacher will work in conjunction with the principal on the evaluation of the beginning teacher.
3. The plan has flexibility between the principal and the consultant so that different styles may be studied for research purposes.
4. The principal may have the consultant complete the entire evaluation process for beginning teacher A or s/he may complete the entire evaluation process for teacher B, using the consultant to remediate specific areas or the consultant and the principal may complete "parallel" evaluations for teacher C.
5. All parties agree that whatever working arrangment between the principal and the consultant is devised, the beginning teacher must not receive "mixed signals" from two different sources on his/her performance. Joint evaluation conferences are encouraged.
6. The consultant teacher will report to the office upon arrival and will consult the principal frequently to ensure s/he is informed of the beginning teacher's progress. The working relationship between the principal and consultant is critically important.
7. A Board of Review shall be established composed of 3 Federation and 2 District representatives with 4 votes being deemed a majority. Consultant teachers with the responsibility as primary evaluator, already having met with the principal, will submit their evaluative findings to this Review Board for the December and March formal evaluations. The Board will forward its recommendation to accept or reject the consultant teacher's conclusions to the Superintendent.

IV. Permanent Teacher Assistance Program

A. The services of the teacher consultant should be available for permanent teachers.

B. The parties agree that the goal is to develop a system for mandatory placement for permanent teachers considered to be in professional jeopardy in a program to provide remediation and assistance. However, the program needs time to establish its credibility with all staff, administrative and teaching.

C. Thus, as an interim step, these services will be made available to the permanent employee on a voluntary basis, beginning the second semester of the 1987-88 school year.

D. The role of the consultant will be a non-evaluative one serving only as a resource under a specific plan for improvement.

E. All parties agreed that the principals should make this voluntary service known to the teacher as one option among several to be used to improve performance.

F. Parties are developing a mandatory assistance program to be implemented in the subsequent school year.

V. Mediation

1. Should a conflict arise,the principal or the consultant will contact the program manager. Within two days the program manager shall meet with the consultant and the principal to mediate the conflict.
2. Should either the principal or the consultant wish, all parties shall meet within 2 days with the Associate Superintendent or the Assistant Superintendent to arrive at a mutually agreed upon solution to the conflict.
3. Should the parties be unable to arrive at such a solution, the Review Board will meet and resolve the matter.

VI. Timeline

Summer '87	Fall '87	Spring '88	Fall '90
Training of Consultants	Beginning Teachers Assistance Program Pilot implemented	Permanent Teachers Assistance Program implemented	Beginning and Permanent Teachers Assistance Program in place

VII. Research

A. Barbara Moore will serve as research assistant to publish a full study of the pilot, including case studies.

III. Role of Project Manager - Don Raczka

A. Responsible for the operation of the program including:

1. selection of consultants
2. training of consultants
3. coordination of services
4. Publication of Research
5. Publicity
6. Mediation of Conflicts and resolution of same
7. Coordination of District/Federation agreements

San Francisco

San Francisco has developed and implemented two Trust Agreements.

The first agreement is a Paraprofessional Career Development Program. The goal of the program is to enable qualified teachers' aides to return to school and earn teaching credentials in a specially-designed program that is a cooperative effort of the San Francisco Unified School District, San Francisco State University, and the San Francisco Federation of Teachers. The program is designed to meet several needs of the San Francisco Unified School District: 1) the immediate need for qualified teachers in particular shortage areas, such as science, mathematics, bilingual education, and special education; 2) the need for additional minority teachers (the majority of paraprofessionals are members of racial and ethnic minority groups); and 3) the general anticipated need for qualified teachers in all fields (it is estimated that as many as half of all San Francisco teachers will retire within the next five years).

During the 1988–89 school year, eighteen paraprofessionals participated in the career program. Two of the participants completed teaching credentials at the end of the fall 1988 semester and became probationary teachers in the SFUSD. Five more paraprofessionals became San Francisco teachers in Fall 1989. The remainder of the individuals will be offered probationary contracts upon completion of the program.

The district released a teacher, mutually selected by the union and district, from her teaching assignment full-time to coordinate the paraprofessional program. The Paraprofessional Career Program Council, the Trust Agreement team for this project, was also expanded in 1988 to include, in addition to the district, union, and university representatives who have been involved from the outset, all program administrators of the major instructional programs in the school district—the Bilingual Department, Special Education Department, Special Funded Programs, and the Division of Integration.

The total cost of the program was $70,000 in 1988–89 and is anticipated to be $140,000 in 1989–90. The number of paraprofessionals who applied to participate in the

program doubled from 75 in 1988 to 150 in 1989. The size of the program has nearly doubled as well. Thirty individuals were accepted for 1989–90.

The second San Francisco Trust Agreement centers on curriculum development and consensus decision making at one elementary school.

Claire Lilienthal Elementary School continued in 1988–89 the curriculum development program begun in 1987–88. That program, in which teachers and the site administrator have developed and are piloting a literature-based language arts program, is a test of site-based planning and consensus decision making in the traditionally centralized San Francisco Unified School District. In addition to selecting textbooks and developing curriculum materials, the teacher and principal used the developing program as an opportunity to bring story-tellers, community authors, and performing and visual artists to the school. The school also began to offer to students, as a part of the regular curriculum, multi-cultural drama events.

Parent and teacher assessment surveys conducted by the school indicated greatest interest in and support for this expanded language arts program. The district hopes to use the Lilienthal experience as a model for other schools in the district.

PARAPROFESSIONAL CAREER PROGRAM
AGREEMENT AND MEMORANDUM OF UNDERSTANDING

The Paraprofessional Career Program is a Trust Agreement Project developed by the San Francisco Unified School District and the San Francisco Federation of Teachers in cooperation with San Francisco State University and the University of San Francisco. The district foresees a continuing shortage of teachers in the areas of math, science, bilingual and special education. The program is designed to enable paraprofessionals to continue their academic preparation, earn their teaching credentials and become teachers in critical need areas in the San Francisco Unified School District. The Paraprofessional Career Program is designed for members of the paraprofessional bargaining unit who have earned undergraduate degrees or 60 college units or more.

The Paraprofessional Career Program is administered by the Paraprofessional Career Program Council which is composed of representatives from the San Francisco Unified School District, the San Francisco Federation of Teachers, San Francisco State University and the University of San Francisco. The council selects a teacher to facilitate the program who is responsible for the day-to-day operation of the program. This document is designed to provide an understanding of program guidelines.

The Paraprofessional Career Program is designed to provide support for participants to enable them to become teachers in the critical shortage areas in the San Francisco Unified School District. The support services that the program provides for participants are:

1. University fees for participants will be paid by the program.

2. A salary equivalent to the pay of a paraprofessional who works six hours a day will be provided for the participants in the program. One third of this time may be used to enable participants to meet university and teacher education responsibilities. Participants will work on school sites four hours daily and will use two hours of time daily for academic preparation, professional development activities and teacher education responsibilities. If participants are working more than six hours, their hours will not be reduced to six, but two hours of the time will be used for academic preparation, professional development activities, and teacher education responsiblities. In situations where paraprofessionals are working in Special Education classes where they cannot be replaced for a portion of the day, their regular assignments will be augmented by two hours of salary not to exceed 7.5 hours daily.

3. Professional support activities for the participants will be provided by the program. Experienced teachers who have been working with the AFT Educational Research and Dissemination Program will develop monthly professional development and support meetings for the participants. Other professional development activities may be provided by the program and

participants will be encouraged to participate in inservices provided by the district.

4. Upon successful completion of the program, participants will be hired as probationary teachers in the critical shortage areas of Special Education, Bilingual Education, math and/or science in accordance with their credentials.

The Paraprofessional Career Program's expectations for participants are listed below.

1. Participants will meet all University requirements in a timely manner. Undergraduates will take courses of study and maintain grade point averages that will enable them to enter an appropriate teacher education program. Teacher education participants will work toward and obtain credentials that will enable them to teach in the critical shortage areas of the district. Participants will be responsible with the support of university advisers for taking appropriate courses leading to the appropriate credential.

2. Participants will submit university schedules at the beginning of each semester and final grades at the end of each semester to the program facilitator. Participants will inform the program facilitator of changes in work schedules and university schedules, and will notify the facilitator of the rationale for such changes.

3. Participants will participate in professional development activities provided by the program and will attend appropriate inservices provided by the district.

4. Participants will remain in their regular work assignments as undergraduates unless assignments need to be changed based upon the funding source requirements. When participants move into teacher education programs, they will be placed in paraprofessional positions in the credential program which they are pursuing that will enable them to maximize their teaching expertise in the field in which they will be teaching.

5. When participants successfully complete the program, they will immediately teach in the critical shortage area in which they are credentialed in the San Francisco Unified School District for a period of at least three years.

I understand the above guidelines of the Paraprofessional Career Program and agree to abide by them.

Signed _____ Date _____ in the City and County of San Francisco.

San Juan

The San Juan Unified School District (in Sacramento County) and San Juan Teachers Association have developed a Trust Agreement incorporating the principles of site-based management. The program is designed to provide individual school sites with greater flexibility and increased opportunities to solve educational problems which the schools identify. For the 1989–90 school year, individual schools have been funded, through a recently completed proposal and review process, to pilot programs targeted to school-identified educational concerns.

San Juan's Site Level Decision-Making Program is governed by a district-wide committee composed of teachers and administrators. The program is based on the following cooperatively developed philosophy: "We believe decisions about educational issues should be made by those closest to the issues and most responsible for their implementation. It is our belief that as school employees become more closely and creatively involved in making decisions, the quality of education improve[s]. Better decision lead to [better] quality instruction."

Two schools initiate their site-based programs in September 1989. Seven additional schools are being added to the program during the 1989–90 school year.

PROPOSAL FOR PILOTS OF
SITE LEVEL DECISION MAKING MODEL

A JOINT PROPOSAL BY
SAN JUAN TEACHERS' ASSOCIATION
AND

SAN JUAN ADMINISTRATORS ASSOCIATION
AND

SAN JUAN UNIFIED SCHOOL DISTRICT

We all agree that programs which provide increased opportunities for employee involvement in decision making can foster the collegial exchange of ideas and information necessary for effective professional practices. Accordingly, Trust Agreement Coordinating Team (TACT) has been established. This committee consists of 10 members of whom five are appointed by SJTA, 3 appointed by SJAA and 2 representatives from the Superintendent's Cabinet.

Site level decision making provides benefits for all employees. Some incentives for submitting an application to develop a pilot site level decision making model at a worksite/program are:

- Access to a clearinghouse of current information regarding decision making.
- Resources for implementation.
- A network with other site/programs developing site level decision making models.
- Inservice opportunity on decision making, group dynamics, team building, etc.
- A chance to reflect and evaluate site level decision making as a worthwhile process..
- Input to School Board and Associations on site level decision making.

Attached you will find a philosophical statement, and guidelines for applying for a Site Level Decision Making pilot.

PHILOSOPHY

In an effort to improve the quality of education, it is the purpose of this proposal to provide a vehicle for site level decision making. We believe decisions about educational issues should be made by those closest to the issues and those most responsible for their implementation. It is our belief that as school employees become more closely and creatively involved in making decisions, the quality of education does improve.

Effective site level decision making provides interdependence between management and staff. This process is characterized by a plan that provides for communication, collaboration, and commitment.

A collaborative process for decision making results in:

- increased participation and sense of community and collegiality
- mutual trust, increased self-esteem, and improved employee morale
- encouragement of risk-taking and creativity
- significant personal and professional growth

Better decisions lead to quality classroom instructions.

GUIDELINES FOR APPLICATION FOR A PILOT PROGRAM

I. Responsibilities of the Site Level Team

A. A site level team will be selected through a democratic process to develop the pilot proposal.

B. A site level team should include a representative cross section of certificated employees.

C. Meetings of the site level team should be held at least once a month.

D. The members of the site level team will develop a method of reporting to the staff as a whole.

E. The site level team will provide an end of the year report to the TACT and the Board on the results of their pilot. This report should include an evaluation/assessment of the effectiveness and value of the pilot and whether continuation is desired.

F. An application for a Site Level Decision Making pilot will be submitted to TACT. The school site team members and the principal must both sign the proposal. The application must also be accompanied by evidence of the degree of employee commitment.

G. The site level team may appeal to the TACT for assistance as needed.

II. Guidelines for the Proposal

A. The proposal must include a plan for training of participants in decision making, group dynamics and group collaboration processes. Describe timelines and funding needed. A multi-year process is anticipated.

B. The proposal must describe your anticipated process for decision making. (You may wish to modify your process after training.)

C. A process to involve input from parents and students in decision making must also be included in the pilot proposal.

D. The proposal must include a description of student benefits and educational improvements.

E. The pilot proposal will recognize the economic constraints of the district and will not negatively impact personnel.

F. If any aspect of proposed pilot is contrary to the terms of the collective bargaining agreement or district policies and procedures, said aspect will not be approved unless a waiver is obtained from the Association and the Board of Education. If such a waiver is obtained, the collective bargaining agreement will be deemed modified only to the extent necessary to implement this aspect of the program.

Except to the extent waived pursuant to the above statement, the collective bargaining agreement will remain in full force and effect, and have full application to the employees who are affected by an approved site level team.

III. Responsibility of TACT

A. TACT will review the application and may request additional information that it considers necessary in order to process the proposal.

B. Within thirty days after receiving the application, TACT will respond in writing to the worksite/program. The response will indicate whether the worksite/program has been chosen or not chosen as a pilot program.

C. The number of pilots will be determined by resources available for training.

D. Final approval of all plans is reserved for the Board of Education.

E. TACT will be available to provide assistance to site level teams upon request.

Santa Cruz

The Santa Cruz City Schools (an elementary and a high school district with a single school board and a common administration) and the Santa Cruz Federation of Teachers have developed two Trust Agreements. The first agreement has resulted in the New Teacher Peer Assistance/Evaluation Program. The second Trust Agreement is the Collegial Staff Development Pilot Project.

The goal of Santa Cruz's peer assistance and review program is, "to improve instruction by establishing and maintaining the highest educational standards for [the teaching] profession." This agreement between the union and school district provides a mechanism by which experienced district teachers (designated as "teacher consultants") are selected to serve as mentors to and then evaluators of teachers new to Santa Cruz schools. The Trust Agreement sets forth the qualifications of teacher consultants and the procedure by which they are selected, the role of the project's review board, and the procedures mutually determined by the union and the district for the summative evaluation of the new teachers.

The project's first year of operation received good marks from teachers, district administrators, and the school board. Of the new teachers who were part of the program, most were recommended for second year probationary status, although one probationer's contract was not renewed on recommendation of the consulting teacher to the project's review board.

This program costs the district approximately $50,000 per year. Significantly, although the district is facing tight fiscal times and has been forced to make budget reductions, funds allocated for the New Teacher Peer Assistance/Evaluation Program were not reduced.

Santa Cruz's second Trust Agreement is unique in that it is a pilot professional growth and evaluation program for tenured teachers. Operating in two schools, a high school and an elementary school, this program is entirely voluntary. It enables experienced teachers to

develop their own professional growth plans. Those teachers who opt to implement their plans and, in concert with colleagues, evaluate the results are exempted from the district's regular administratively-driven evaluation process.

According to the superintendent and union president:

> The Policy Trust Agreement process has definitely expanded the cooperative spirit for collaborative problem-solving in our District during the past two years. The atmosphere of trust helped us settle our regular contract negotiations last year in record time. In the past nine months we have gone through some major budget upheavals in the District, resulting in cutbacks of funds in many program areas. This has led to severe strains on the union-District relationship and on the Policy Trust process. However, we have continued to work together and have weathered most of the distrust which was fomented by budget changes. We will meet new challenges in the coming year.

Santa Cruz City Schools

133 Mission Street • Santa Cruz, California 95060 • (408) 429-3800

ADMINISTRATION
DALE E. KINSLEY
Superintendent
MARSHA SPECK
Assistant Superintendent / Instruction
THOMAS E. WALTERS
Assistant Superintendent / Business

POLICY TRUST AGREEMENT

SANTA CRUZ CITY SCHOOLS & GREATER SANTA CRUZ FEDERATION OF TEACHERS

PROFESSIONAL ASSISTANCE PROGRAM
1988-89 SCHOOL YEAR

PHILOSOPHY

The Professional Assistance Program is a cooperative effort by the Santa Cruz City Schools and Greater Santa Cruz Federation of Teachers to improve instruction by establishing and maintaining the highest educational standards for our profession. This Program will expand the role of teachers by utilizing their expertise together with that of management to provide colleagial support and evaluation.

PURPOSE

The purpose of the Professional Assistance Program is to create an evaluation process that will:

1. Promote confidence and collaboration among teachers and administrators.
2. Utilize instructional expertise of classroom teachers.
3. Enhance and improve classroom instruction to maximize student performance.
4. Review and revise the process and forms of the current evaluation system.
5. Establish a system which will include peer coaching, modeling, and evaluation.

GOALS

1. Provide experienced teacher consultants to assist certificated employees new to the District.
2. Provide experienced teacher consultants to other teachers requesting assistance.
3. Provide experienced teacher consultants to assist teachers with identified remediation needs.
4. Design appropriate teacher evaluation forms.
5. Design an appropriate evaluation process.

Board of Trustees: Maryann Barry, Robert Bosso, Jane Martin, Arthur Pearl, Deborah Taylor, Paul Thilgen, Barbara Thompson

1988-89 TEACHER CONSULTANTS

The District would appoint two half-time teacher consultants and one alternate for the 1988-89 school year. Consultants may call upon other experts to assist in specific subject content areas.

QUALIFICATIONS OF TEACHER CONSULTANTS

Experience

- full-time permanent employee
- at least 5 years classroom experience
- prefer breadth of experience

Knowledge

- of specific curricular discipline (s)
- of effective principles of learning
- of effective classroom management
- of counseling/coaching strategies

Ability

- to communicate effectively and tactfully in both oral and written form
- to effectively assume the supervisory responsibilities of evaluation
- to counsel and coach peers
- to assess and prescribe appropriate instructional strategies
- to model effective instructional strategies

Skills

- Demonstrated effective organizational skills

Professional Status

- High level of respect
- Excellent performance evaluations
- Professional involvement

Training

Appropriate training which may qualify a teacher for the consultant positions includes:

- Basic Practice Model Training/Coaching
- Classroom Management Training (Esteem) Coaching
- Clinical Teaching/Supervision
- Target Teaching
- Cooperative Learning
- Evaluation Inservice
- Counseling
- Peer Counseling
- Cognitive Learning
- TESSA

The District may provide additional training to correlate with District goals and expectations for new teachers and mentor teachers. Training may also be provided to address any other assessed need of the individual teacher consultant.

SELECTION COMMITTEE

Teacher consultants shall be selected by a committee comprised of two teachers and two administrators (representing elementary and secondary) and one consultant (trainer, college or university, COE, etc.). Teachers and administrators may volunteer to serve on this committee and subsequently be appointed by the Federation and the Superintendent respectively.

PROCEDURE FOR SELECTION OF CONSULTANTS

- Submit application and letters of recommendation
- Authorize review of performance evaluations
- View video of classroom instruction; Analyze and prepare post-conference
- Interview with Committee
- Committee recommends candidates
- Board appoints consultants

LENGTH OF SERVICE

- Limited to three consecutive years in the program
- Consultant would agree not to pursue administrative positions during their term as consultant

COMPENSATION

- $3,000 stipend for 50% Consultant.

REVIEW BOARD

Membership: A Review Board shall be established, composed of 3 Federation and 3 District representatives, with 4 votes required to recommend an employee's retention with the District. There will be a non-voting facilitator to be agreed upon by the Federation and the Board annually. The Administrator of Personnel Services will serve as facilitator for the first year. Consultants and administrators will present their evaluative findings to the Review Board for the December and March formal evaluations. The Board will forward its recommendation to accept or reject the evaluators' conclusions to the Superintendent.

Meetings:

- organization meeting as soon as possible
- meeting prior to December 15 to review all new teachers
- meeting after December 15
- meeting prior to March 1 to review any teachers with performance problems
- meeting after March 1 to review all new teachers and make recommendations for the following year

PROCEDURES

Guidelines for Observations and Summative Evaluations

a. Multiple observations may be conducted by the teacher consultant and/or the administrator.

b. Observation documents and post conferences will be the responsibility of the person observing.

c. Summative evaluations: One or both evaluators may prepare the document; both evaluators will sign the document; and both evaluators will actively participate in the conference with the new teacher.

Mediation

a. Should a conflict arise, the principal or the consultant will contact the program managers. With 2 days, the program managers shall meet with the consultant and the principal to mediate the conflict.

b. If requested by either the principal or the consultant, all parties shall meet within 2 days with the Assistant Superintendent-Instruction to arrive at a mutually agreed upon solution to the conflict.

c. Should the parties be unable to arrive at a solution, the Review Board will meet to resolve the matter.

Program Managers

Alberta Kline, Chief Negotiator, Administrator of Personnel Services, Santa Cruz City Schools

Donna Cohick, Chief Negotiator, Greater Santa Cruz Federation of Teachers and Teacher, Mission Hill Junior High School

Pilot Professional Growth/Evaluation Proposals - Bay View and Soquel HS

The teaching profession is going through a major change, a change that may help teachers be more widely viewed and respected as professionals. One important trait of professionals is the expectation that one strives for continuous improvement, actively seeking job-related knowledge, and that one shares growth experiences with peers. Teachers can be expected to seek growth experiences and rewarded for doing so. This proposal offers teachers - on a pilot basis involving Bay View Elementary and Soquel HS - the opportunity to develop their own professional growth plans and, if a teacher opts to work in a supportive group* with other teachers, to be responsible for their own evaluations for 1988-89 instead of participating in the formal teacher's evaluation process.

OBJECTIVES:

1. To offer an incentive for teachers to accept responsibility for their own professional growth.

2. To offer an incentive for teachers to integrate additional teaching processes into their repertoire.

3. To offer an incentive for teachers to work together in a peer coaching situation.

ELIGIBLE TEACHERS:

1. Tenured w/effective or outstanding evaluations in all areas for at least last two years.

2. Teachers evaluated with summative evaluations during 1987-88.

3. Commitment to own professional development.
   - Writing of personal professional development plan that meets criteria.
   - Project improve teacher competence w/primary emphasis on improving instructional processes.
   - Commit to in-service training plan that addresses above.
   - Commit to working on regular basis w/peer coaching* model to improve competency and to help peers do same.

PROFESSIONAL GROWTH PLANS:

- Proposals submitted by October 7.
- Plan be FPC objective - deadline October 15.
- Plan back to group for details/timeline, who, anticipated resources needed, etc.
- Evaluation plan designed to demonstrate impact of inclusion of teaching process on student learning, student attitude/behavior and on teacher attitude/behavior.
- Plan due by November 1.
- Progress Reports due bi-monthly - group and individual.
- Report due by May 15 - group report and individual reports.
- Report to staff twice/year.

ROLE OF ADMINISTRATOR IN PLAN

1. Approval of plans.
2. Individual F.P.C. with each potential participant.
3. Provide avenues for release time, reasonable dollars for group activities.
4. Provide feedback and coaching as needed and requested.
5. Written evaluation sent to Superintendent by June 1, 1989.
6. Leadership training of group members in small group dynamics as needed.
7. Report to Policy Trust Group at least once per semester on progress of teacher support teams and evaluation of program.

PILOT PROGRAM

1. Bay View Elementary.

   A maximum of six (6) teachers may participate in 1988-89.

2. Soquel HS.

   On September 30 all staff will hear presentations regarding cooperative learning and T.E.S.A. as part of the scheduled S.I.P. program. Follow-up workshops are planned for October 21 and February 3. Teachers who wish to commit to fully participate in learning and practicing these techniques in a peer coaching manner will be encouraged to apply for acceptance into this program. A maximum of five (5) teachers would be scheduled to participate for cooperative learning and five (5) for T.E.S.A.

The District and GSCFT must sign a statement agreeing to the release of participating teachers from contract agreements for 1988-89 only.

* A supportive group/peer coaching group is defined as 3-5 teachers cooperatively working together to integrate a particular teaching practice into one's teaching repertoire including reviewing research, practicing in the classroom and observing with feedback other members of the group.